

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

INTERNATIONAL INSURANCE COMPANY,)
for itself and as Successor In Interest to)
International Surplus Lines Insurance Company,)
The North River Insurance Company, United)
States Fire Insurance Company and/or Westchester)
Fire Insurance Company, Industrial Indemnity)
Company, United States Fire Insurance Company)
of Canada, Toronto, Ontario, and Herald Insurance)
Company of Canada, Toronto, Ontario,)

Plaintiff,)

v.)

CAJA NATIONAL DE AHORRO Y SEGURO,)

Defendant.)

00C 2189

JUDGE GOTTSCHALL

MAGISTRATE JUDGE BOBRICK
Civil Action No.

DOCKETED

APR 11 2000

U.S. DISTRICT COURT

00 APR 10 PM 1:25

FILED-ED4

COMPLAINT

International Insurance Company, for itself and as successor in interest to International Surplus Lines Insurance Company, The North River Insurance Company, United States Fire Insurance Company and/or Westchester Fire Insurance Company, Industrial Indemnity Company, United States Fire Insurance Company of Canada, Toronto, Ontario, and Herald Insurance Company of Canada, Toronto, Ontario ("IIC"), complains of Defendant, Caja National De Ahorro y Seguro ("Caja"), as follows:

Nature of the Action

1. This action seeks damages in connection with Caja's failure to pay amounts due under certain contracts of facultative reinsurance issued to IIC.

The Parties

2. IIC is a corporation organized and existing under the laws of the State of Illinois with its current principal place of business in Manchester, New Hampshire. At the time the contracts were negotiated, IIC's principal place of business was in Chicago, Illinois.

1-1

3. Caja is a corporation organized and existing under the laws of Argentina with its principal place of business in Buenos Aires, Argentina. Caja is wholly owned by the government of Argentina.

Jurisdiction

4. Jurisdiction of this court is proper pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. § 1330. Caja is subject to personal jurisdiction in the United States.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(f)(1) in that a substantial part of the events or omissions giving rise to the claim occurred in this district.

COUNT I Breach of Contract

6. For the period from September 1, 1978 through September 1, 1983, IIC provided excess and umbrella liability insurance to Owens-Corning Fiberglas Corporation ("Owens-Corning"), a company domiciled in Toledo, Ohio, pursuant to policies numbers 522000410, XSI005731, XSI006285, XSI006287, XSI007710, XSI007712, XSI007713, and XSI008573 (the "Owens-Corning Policies").

7. IIC and Caja entered into eight facultative reinsurance contacts pursuant to which Caja agreed to indemnify IIC for a portion of the losses incurred by IIC on the Owens-Corning Policies (collectively, the "Facultative Certificates"). Copies of two of the Facultative Certificates and the Lloyd's of London policies referenced therein are attached hereto as Group Exhibits A and B. The Facultative Certificates state that they are "subject to the same terms, clauses, and conditions" and are "identical in risk, subject matter and interest" as the attached policies issued by Lloyd's of London. In turn, each Lloyd's policy incorporated by reference in the Facultative Certificates contains a service of suit provision.

8. On information and belief, the remaining six Facultative Certificates issued by

Caja contain provisions identical to those described in paragraph 7 hereof which incorporate by reference the terms of a corresponding Lloyd's policy with its service of suit provision.

9. The Facultative Certificates provide that, in exchange for premium paid by IIC, Caja agreed to reinsure and indemnify IIC for a portion of amounts paid by IIC in connection with judgments and settlements incurred on the Owens-Corning Policies.

10. IIC has paid various amounts in connection with the investigation, defense and settlement of claims arising under the Owens-Corning Policies.

11. Pursuant to the terms of the Facultative Certificates, Caja must indemnify IIC for its share of the payments IIC has made under the Owens-Corning Policies. As of December 31 1999, Caja's share of IIC's payments totalled \$2,174,309.82.

12. On various dates up to and including January 28, 2000, IIC issued reinsurance billing notices to Caja and made demand upon Caja to indemnify IIC for its share of IIC's losses.

13. Despite demand, Caja has failed to fulfill its obligations under the Facultative Certificates to pay its share of IIC's losses.

14. By failing to pay its share of IIC's losses, Caja has breached its obligations to reinsure and indemnify IIC as required by the Facultative Certificates.

15. As a result of Caja's breach of the Facultative Certificates as stated herein, IIC has suffered damages in the amount of at least \$2,174,309.82.

COUNT II
Breach of the Duty of Utmost Good Faith

16. IIC realleges each and every allegation set forth in paragraphs 7-15 as paragraph 16 of Count II.

17. Caja owes to IIC the duty of utmost good faith.

18. Caja has breached its duty of utmost good faith by failing to pay its share of IIC's

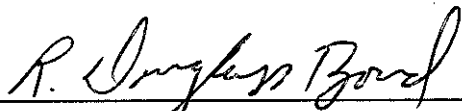
losses as required by the Facultative Certificates.

19. As a result of Caja's breach of its duty of utmost good faith, IIC has suffered damages in the amount \$2,174,309.82.

WHEREFORE, Plaintiff International Insurance Company, for itself and as successor to International Surplus Lines Insurance Company, The North River Insurance Company, United States Fire Insurance Company and/or Westchester Fire Insurance Company, Industrial Indemnity Company, United States Fire Insurance Company of Canada, Toronto, Ontario, and Herald Insurance Company of Canada, Toronto, Ontario, respectfully requests that this Court enter judgment in its favor, and award IIC:

- A. Compensatory damages in the amount \$2,174,309.82, plus interest;
- B. Reasonable costs and fees incurred in bringing this action; and
- C. Such other relief as the Court deems just and proper.

INTERNATIONAL INSURANCE COMPANY,
for itself and as successor in interest to International
Surplus Lines Insurance Company, The North River
Insurance Company, United States Fire Insurance
Company and/or Westchester Fire Insurance
Company, Industrial Indemnity Company, United
States Fire Insurance Company of Canada, Toronto,
Ontario, and Herald Insurance Company of Canada,
Toronto, Ontario

By 
One of its Attorneys

James I. Rubin (Attorney I.D. No. 02413191)
R. Douglass Bond (Attorney I.D. No. 06203843)
Randi Ellias (Attorney I.D. No. 06237021)
Butler, Rubin, Saltarelli & Boyd
1800 Three First National Plaza
Chicago, Illinois 60602
(312) 444-9660

W:\MIC\Caja\Litigation\complaint.wpd

EXHIBIT A

CAJA NACIONAL DE AHORRO Y SEGURO

Whereas NORTH RIVER INSURANCE COMPANY
of Morristown, New Jersey.

(hereinafter called "the Company") has paid \$2,460.00 being 0.41% of
\$600,000.00 Deposit Premium or Consideration to the CAJA NACIONAL DE AHORRO Y SEGURO.

(hereinafter called "the Reinsurer") to Reinsure the Company as more fully defin
in Lloyd's Policy No. 614/NC 5950.

DIRECT ASSURED:

OWENS-CORNING FIBERGLASS CORPORATION

RISK:

Excess Umbrella Liability including Employee Benefit
Liability as underlying but excluding claims arising
from the Employee Retirement Income Security Act of
1974.

SUM INSURED:

\$50,000,000 each and every occurrence and aggregate
as applicable

EXCESS OF

\$25,000,000 each and every occurrence and aggregate
as applicable.

THIS POLICY IS ISSUED SUBJECT TO THE SAME TERMS, CLAUSES
AND CONDITIONS AND IS IDENTICAL IN RISK, SUBJECT MATTER
AND INTEREST AS POLICY NO. 614/NC 5950 ISSUED BY CERTAIN
UNDERWRITERS AT LLOYD'S LONDON.

This policy is in force

during the period commencing with the

September, 1978

day of

September, 1979

First

and ending with the

First

day of

both days at 12.01 a.m. Local
Standard Time.

If the Company shall make any claim knowing the same to be false or fraudulent, as
regards amount or otherwise, this Policy shall become void, and all claim thereunder shall
be forfeited.

Now know ye that the Reinsurer does hereby bind itself to pay or make good
to the Company or to the Company's Executors, Administrators and Assigns all such Loss.
Damage or Liability as aforesaid subject to the terms of this reinsurance policy during the
continuance of this Policy; not exceeding the sum of Zero decimal four one
percentum of the within mentioned limits.
such payment to be made within Seven Days after such Loss, Damage or Liability is proved.

In Witness whereof

insurer have subscribed my name this

January

Twenty Second

day of

one thousand nine hundred and Seventy Nin

For CAJA NACIONAL DE AHORRO Y SEGURO

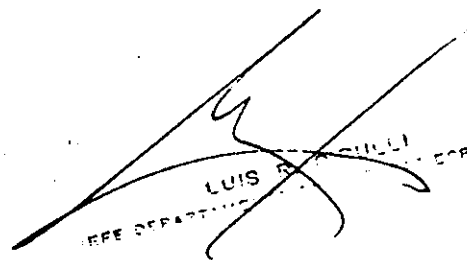
OUR REF.: 1243

U.S.A.

1% TAX CLAUSE

Notice is hereby given that the Companies have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Companies will deduct 1% from the amount of the return and the Assured or his agent should take steps to recover the Tax from U.S. Government.


LUIS R. GARCIA
VICE PRESIDENT

CEH/SCP. R/1

No. 614/NC 5950

DEPOSIT
PREMIUM:

\$2,460.00 being 0.41% of
\$600,000.00

EXPIRY
DATE:

1st September, 1979

*The Company is requested to read this Policy,
and if incorrect, return it immediately for
alteration.*

J1 & (C.E.H.)

5656 * 18 DEC 1978



LLOYD'S REINSURANCE POLICY

Net 980

Whereas

NORTH RIVER INSURANCE COMPANY

of Morristown, New Jersey

(hereinafter called "the Company"), has paid \$160,560.00 (being 26.76%)

Deposit Premium or Consideration to Us, who have hereunto subscribed our Names to reinsure the Company as more fully described in the attached wording:—

This policy being for 26.76% is to be responsible for its pro rata proportion of the amounts of insurance stated herein.

\$

Printed by Lloyd's of London Printing Services Ltd.

No. R 614/NC 5950

during the period commencing with the First day
of September, 1978 and ending with the First day
of September, 1979, both days at noon 12.01 a.m. Local Standard Time.

Being a Reinsurance of and warranted same gross rate, terms and conditions as and to follow the settlements of the Company and that the Company retains during the currency of this Policy at least \$2,000,000 subject to excess of loss and/or Treaty Reinsurance on the identical subject matter and risk and in identically the same proportion on each separate part thereof, but in the event of the retained line being less than as above, Underwriters' lines to be proportionately reduced.

If the Company shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims thereunder shall be forfeited.

Now know Ye that We, the Underwriters, Members of the Syndicates whose definitive Numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Company all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy; not exceeding twenty six decimal seven six percentum of the within mentioned limits

such payment to be made after such loss is proved, and so that the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the Total Sum Reinsured hereunder which is in the Table set opposite the definitive Number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Company or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Company on application.

LLOYD'S POLICY SIGNING OFFICE,

GENERAL MANAGER.

Dated in London, the 22nd Day of January
One Thousand Nine Hundred and Seventy Nine.

LLOYD'S
POLICY SIGNING
OFFICE
EMBOSSMENT
APPEARS HERE
ON ORIGINAL
DOCUMENT

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Reinsured hereunder shared between the Members of those Syndicates.							
AMOUNT PERCENTAGE OR PROPORTION	BROKER	L.P.S.O. NO. & DATE		AMOUNT PERCENTAGE OR PROPORTION	BROKER	L.P.S.O. NO. & DATE	
PER CENT	614	65656	18 12 78		614	65656	18 12 78
	SYN- DICATE	UNDERWRITER'S REF			SYN- DICATE	UNDERWRITER'S REF	
.57	653	707		.60	346	NA8395806S21	
1.06	231	707		.16	694	4690LXX31182	
5.63	989	817390L8886C		.16	694	4690KXX31182	
.46	279	817390L8886C		.16	235	919861	
2.43	918	L32HX1738011		.32	235	861078	
3.65	618	NA8295825308		.24	56	N05DY20TX	
.61	278	NA8295825308		THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1978/12			
.61	948	NA8295825308					
1.63	210	A2017777					
1.63	190	9106502460FC					
1.63	126	505X75780XEN					
.41	701	505X75780XEN					
1.01	553	59T4XXX748					
.41	471	A.X485					
.41	604	812					
.41	205	6884AAA0018					
.41	263	DNXX176X0438					
.41	35	50417378					
.24	365	1798848					
.60	661	002Z0XEN3730					
.08	518	002Z0XEN00X8					
.41	175	DF7036806501					
.33	408	K2162A065801					
.08	99	K2162A065801					
	NO SYND	TOTAL LINE			NO SYND	TOTAL LINE	
						26.76	

NC 59

15th September

In accordance with your instructions we have effected the following
Contributing Facultative Reinsurance

FORM: J1 or N.M.A. 1779 covering Umbrella Liability
as original including Employee Benefit Liability
underlying but excluding Employee Retirement
Income Security Act 1974

REASSURED: NORTH RIVER INSURANCE COMPANY

ASSURED: OWENS-CORNING FIBERGLASS CORPORATION

PERIOD: 12 months at 1st September, 1978.

INTEREST: Liability arising out of Assured's operations

SUM INSURED: \$50,000,000 each and every occurrence and
aggregate as form
Excess of
\$25,000,000 each and every occurrence and
aggregate as form

SITUATED: Worldwide

CONDITIONS: Full Reinsurance Clause No. 1 amended
60 days Cancellation Clause
Claims Co-operations Clause
N.M.A. 1685

PREMIUM: Deposit premium \$600,000
Minimum premium \$480,000
adjustable at 28 cents per \$1000 on gross re

HEREON: 23.24% Part of 50% of above.

EFFECTED WITH: COMPANIES AS PER ATTACHED LIST

For: C.E. HEATH & CO. (NORTH AMERICA) LIMITED

Direct

NO. 5950

ALBROOK INSURANCE CO. LTD. 140	26.63%	
"WINTERTHUR" SWISS INSURANCE CO. E63	10.79%	
EL PASO INSURANCE CO. LTD. 141	5.03%	
DART INSURANCE CO. LTD. 179	10.79%	8.12%
BERMUDA FIRE & MARINE INSURANCE CO. LTD. 142	12.23%	
YASUDA FIRE & MARINE INSURANCE CO. (UK) LTD. 528	7.19%	
MUTUAL REINSURANCE CO. LTD. 183	12.95%	
ST KATHERINE INSURANCE CO. LTD. D53	14.39%	
STRONGHOLD INSURANCE CO. LTD. D56		1.63%
CNA REINSURANCE OF LONDON LTD. C43		1.63%
DOMINION INSURANCE CO. LTD. C55		1.63%
INSTITUTO DE RESSEGUROS DO BRASIL		0.81%
FERDA NOVA INSURANCE CO. LTD. 141		0.48%
CASA NACIONAL DE AHORRO Y SEGURO 133		0.41%
BANCO DE SEGUROS DEL ESTADO C22		0.32%
VERA CRUZ SEGURODORA 70		0.08%
REAFIANADORA Y REASEGURADORA DE AMERICA D77		0.81%
BERMUDA FIRE & MARINE INSURANCE CO. LTD. 142		2.43%
L'UNION ATLANTIQUE S.A. D'ASSURANCES 999		1.63%
ROYAL BELGE INCENDIE		1.63%
IMPERIO COMPANHIA DE SEGUROS 1407	96.774%	1.63%
WURTEMBERGISCHE FEUERVERSICHERUNG D72	3.226%	
		<u>23.24</u>

CENSUSTRON:

Full Insurance
 Coverage Cancellation
 Claims Co-Operations

RECEIVED:

RECEIVED:

RECEIVED WITH:

RECEIVED UNIVERSAL

RECEIVED C.B. BUREAU

AEE,

In communications please quote
following reference

614

Rk NC 5950

FORM J1 \$
(C.E.H.)

000735

LLOYD'S



LONDON

Lloyd's Reinsurance Policy

NORTH RIVER INSURANCE COMPANY

\$

\$

\$ 160,560.00

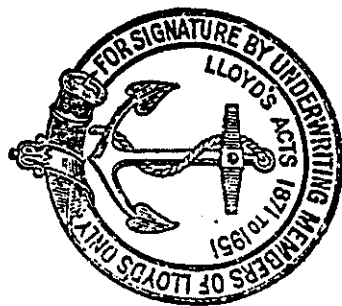
OCT 11 1979

Date of Expiry 1st September, 1979

*The Company is requested to read this Policy and,
it is incorrect, return it immediately for alteration.*

**In the event of any occurrence likely to
result in a claim under this Policy, immediate
notice should be given to:—**

J1 \$ (C.E.H.)



LLOYD'S REINSURANCE POLICY

65630 * 18 DEC 1978

Deposit

\$

Printed by Lloyd's of London Printing Services Ltd.

No. ~~R~~ 614/NC 5950

Whereas

NORTH RIVER INSURANCE COMPANY

of Morristown, New Jersey

(hereinafter called "the Company"), has paid \$160,560.00 (being 26.76%)

Premium or Consideration to Us, who have hereunto subscribed our Names to reinsure the Company as more fully described in the attached wording:—

This policy being for 26.76% is to be responsible for its pro rata proportion of the amounts of insurance stated herein.

during the period commencing with the First day of September, 1978 and ending with the First day of September, 1979, both days at noon. 12.01 a.m. Local Standard Time.

Being a Reinsurance of and warranted same gross rate, terms and conditions as and to follow the settlements of the Company and that the Company retains during the currency of this Policy at least \$2,000,000 subject to excess of loss and/or Treaty Reinsurance on the identical subject matter and risk and in identically the same proportion on each separate part thereof, but in the event of the retained line being less than as above, Underwriters' lines to be proportionately reduced.

Should be returned on surrender of t
short rate (or, if this policy

amount or otherwise, this Policy shall become void, and all claims thereunder shall be forever barred.

Now know *We* that We, the Underwriters, Members of the Syndicates whose definitive Numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Company all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof, during the continuance of this Policy; not exceeding twenty six decimal ~~seven~~ six percentum of

the within mentioned limits such payment to be made after such loss is proved, and so that the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the Total Sum Reinsured hereunder which is in the Table set opposite the definitive Number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Company or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Company on application.

LLOYD'S POLICY SIGNING OFFICE,

W. E. S. S. S.

GENERAL MANAGER.

Dated in London, the 22nd Day of January
One Thousand Nine Hundred and Seventy Nine.

(C.E.H./7)

LLOYD'S
POLICY SIGNING
OFFICE
EMBOSSEMENT
APPEARS HERE
ON ORIGINAL
DOCUMENT

(hereinafter referred to as the "Company")

NORTH RIVER INSURANCE COMPANY

This policy is to reinsure the Company in accordance with the particulars outlined in the following Schedule and shall be subject to Nos. 1, 2, 4, 6 and 7 of the Conditions stipulated below:—

SCHEDULE

ORIGINAL POLICY NO(S).

522 000410 4

NAME OF ASSURED

OWENS-CORNING FIBERGLASS CORPORATION

INTEREST

Liability arising out of the Assured's operations.

LOCATION

Worldwide

HAZARDS REINSURED
HEREUNDER

Excess Umbrella Liability and/or as original including Employee Benefit Liability as underlying but excluding claims arising from the Employee Retirement Income Security Act of 1974.

REINSURERS' LIABILITY
HEREUNDER

26.76% of \$50,000,000 each and every occurrence and aggregate as applicable
EXCESS OF
\$25,000,000 each and every occurrence and aggregate as applicable.

CONDITIONS

No.

1. Premiums and losses hereunder to be payable in UNITED STATES currency.
2. In consideration of the terms under which this policy is issued, the Company undertakes not to claim any deduction in respect of the premium hereon when making tax returns, other than Income or Profits tax returns, to any State or Territory or to the District of Columbia.
3. In consideration of the terms under which this policy is issued, the Company undertakes, when making Canadian tax returns, not to claim any deduction in respect of the premium hereon.
4. The premium payable hereon is provisional only and shall be subject to adjustment in accordance with the conditions of the original policy/policies. at the rate of \$0.28 per \$1,000 of the Assured's gross receipts. In no event, however, shall the Earned Premium hereon be less than \$480,000.00 (for 100%).

5. This policy is subject to the same cancellation provisions as may be contained in the original policy/policies.
6. This policy is subject to the same Cancellation Clause as that appearing in the original policy/policies reinsured hereunder. Should the original policy/policies not contain a cancellation clause then this policy is subject to the cancellation clause as below.

"This policy shall be cancelled at any time at the request of the Company or by the Reinsurers or their representatives, with or without the return or tender of unearned premium, by giving ninety days' notice of such cancellation. If this policy shall be cancelled as hereinbefore provided or become void or cease, the premium having been actually paid, the unearned premium shall be returned on surrender of this policy, the Reinsurers retaining the customary short rate (or, if this policy be issued for an odd term, at short rate to be arranged), except that when this policy is cancelled by the Reinsurers or their representatives by giving notice, they shall retain only the pro rata premium. In the event of the cancellation of the original policy/policies reinsured hereunder, this policy shall become cancelled from the same date and on the same basis as the original policy/policies."

ADDITIONAL CONDITIONS

7. Claims Co-operation Clause

Notwithstanding anything contained herein to the contrary, it is a condition precedent to any liability under this policy that -

- (a) the Company shall upon knowledge of any loss or losses which may give rise to a claim under this Policy advise Underwriters thereof within seven days.
- (b) the Company shall furnish the Underwriters with all information available respecting such loss or losses and shall co-operate with Underwriters in the adjustment and settlement thereof.

Attaching to and forming part of Policy No. 614/NC 5950
effected with Certain Underwriters at Lloyd's, London.

U.S.A.

NUCLEAR INCIDENT - EXCLUSION CLAUSE - LIABILITY - REINSURANCE

(Approved by Lloyd's Underwriters Non-Marine Association)

(1) This reinsurance does not cover any loss or liability accruing to the Reassured as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.

(2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Reassured (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from time specified in Clause III in this paragraph (2) shall be deemed to include the following provisions (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.

I. It is agreed that the policy does not apply under any liability coverage to *injury, sickness, disease, death or destruction* with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.

II. Family Automobile Policies (liability only), Special Automobile Policies (passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the classes of policies stated above, such as the Comprehensive Dwelling Policy and applicable types of Homeowners Policies.

III. The inception dates and thereafter of all original policies as described in II above whether new, renewal or replacement, being policies which either

- become effective on or after 1st May, 1960, or
- become effective before that date and contain the Limited Exclusion Provision set out above;

provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature issued by the Reassured on New York risks, until 90 days following approval of Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.

(3) Except for those classes of policies specified in Clause II of paragraph (2) and without any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed for all purposes of this reinsurance the original liability policies of the Reassured (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.

It is agreed that the policy does not apply:

- Under any Liability Coverage, to *injury, sickness, disease, death or destruction* resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or the policy has been issued or renewed, under an agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to *immediate medical or surgical relief*, to expenses incurred with respect to *bodily injury, sickness, disease or death* resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to *injury, sickness, disease, death or destruction* resulting from the hazardous properties of nuclear material, if
 - the nuclear material (1) is at any nuclear facility owned by, or operated by, on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - the *injury, sickness, disease, death or destruction* arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of a nuclear facility, but if such facility is located within the United States of America, its territories, or possessions or Canada, this exclusion (c) applies to *injury to or destruction of property at such nuclear facility*, to property damage to such nuclear facility and any property thereof.
- As used in this endorsement:

"hazardous properties" means radioactive, toxic or explosive properties; "source material" means source material, special nuclear material or byproduct material; "spent fuel" means spent fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - any nuclear reactor,
 - any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - any equipment or device used for the processing, fabricating or alloying of spent nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to *injury to or destruction of property*, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
- The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
 - Garage and Automobile Policies issued by the Reassured on New York risks,
 - or
 - statutory liability insurance required under Chapter 90, General Laws of Massachusetts,

until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Reassured in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters Association or the Independent Insurance Conference of Canada.

*NOTE: The words printed in italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a similar exclusion provision.

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured) will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. It is further agreed that service of process in such suit may be made upon

Mendes & Mount, 3, Park Avenue, New York,
N.Y. 10016, U.S.A.

that in any suit instituted against any one of them upon this contract, Underwriters will be bound by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process in behalf of Underwriters in any such suit and, upon the request of the insured (or reinsured) to defend and undertake to the insured (or reinsured) that they will enter a general appearance for Underwriters' benefit in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or District of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the law or his successor or successors in office, as their true and lawful attorney who shall receive any lawful process in any action, suit or proceeding instituted by or in behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (reinsurance), and hereby designate the above-named as the person to whom the said official is authorized to mail such process or a true copy thereof.

22/5/52
N.M.A. 772

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70. WHEREVER THE WORD "INSURANCE" APPEARS HEREIN,
N.M.A. 1645. IT SHALL BE DEEMED TO READ "REINSURANCE".

J1 § (C.

UNDERWRITERS

EXHIBIT B

FOIA: _____

(7)

CAJA NACIONAL DE AHORRO Y SEGURO

DE AHORRO Y SEGURO

Whereas INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

hereinafter called the Company has paid \$2,256.00 being 0.47% of
 \$480,000.00 Premium or Consideration to the Caja Nacional De Ahorro Y Seguro

hereinafter called the Reinsurer to Reinsure the Company as more fully
 defined in Lloyd's Policy No. 614/NC 8097

ECT ASSURED:

K: Excess Umbrella Liability

INSURED: \$50,000,000 each and every occurrence and aggregate as
 applicable
 EXCESS OF
 \$25,000,000 each and every occurrence and aggregate as
 applicable.

THIS POLICY IS ISSUED SUBJECT TO THE SAME TERMS, CLAUSES
 AND CONDITIONS AND IS IDENTICAL IN RISK, SUBJECT MATTER
 AND INTEREST AS POLICY NO. 614/NC 8097 ISSUED BY CERTAIN
 UNDERWRITERS AT LLOYD'S, LONDON.

This policy is in force

during the period commencing with the

September, 1979

day of September, 1980

First

and ending with the

First

day of

both days at 12.01 a.m. Local
 Standard Time

If the Company shall make any claim knowing the same to be false or fraudulent, as
 hereinbefore or otherwise this Policy shall become void, and all claim thereunder shall
 be null and void.

Now know ye that the Reinsurer does hereby bind itself to pay or make good
 the Company or to the Company's Executors, Administrators and Assigns all such Loss
 and or Liability as aforesaid subject to the terms of this reinsurance policy during the
 term of years hereof not exceeding the sum of Zero Decimal Four Seven
 percentum of the within mentioned limits

provided that the Reinsurer shall not be liable for such Loss, Damage or Liability is proved

In Witness Whereof being a duly Authorised Representative of the Re-

insurer do hereby sign this

2nd

day of

January,

one thousand nine hundred and Eighty-

CAJA NACIONAL DE AHORRO Y SEGURO

Can

Dr. ADHOKO

1% TAX CLAUSE

Notice is hereby given that the Companies have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Companies will deduct 1% from the amount of the return and the Assured or his agent should take steps to recover the Tax from U.S. Government.

CURRENCY CLAUSE

It is understood and agreed that all amounts used herein are in UNITED STATES CURRENCY, and that premium shall be paid, and all losses shall be adjusted and paid in UNITED STATES CURRENCY.

A large, stylized handwritten signature or set of initials, possibly 'S-X', is written in the lower right portion of the page.

614/NC 8097

CAJA NACIONAL DE AHORRO Y SEGURO

\$2,256.00

1st September, 1980

In communications please quote this following reference	
614	R NC 8097

FORM J1 \$
(C.E.H.)



Lloyd's Reinsurance Policy

INTERNATIONAL SURPLUS LINES INS. CO.

\$

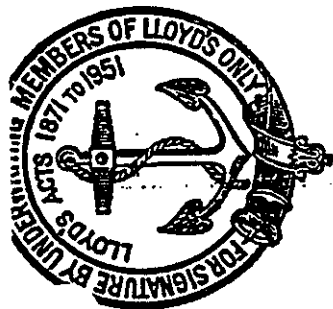
\$

\$135,168.00

Date of Expiry 1st September, 1980

The Company is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:—



LLOYD'S REINSURANCE POLICY

Whereas INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

xx (hereinafter called "the Company"), has paid \$135,168.00 (being 28.16% Premium or Consideration to Us, who have hereunto subscribed our Names to reinsure the Company as more fully described in the attached wording:—

This policy being for 28.16% is to be responsible for its pro rata proportion of the amounts of insurance stated herein.

during the period commencing with the	First day
of September, 1979 and ending with the	First day
of September, 1980, both days at xxxx 12.01 a.m. Local Standard Time	

Being a Reinsurance of and warranted same gross rate, terms and conditions as and to follow the settlements of the Company and that the Company retains during the currency of this Policy at least \$2,000,000 subject to excess of loss and/or Treaty Reinsurance on the identical subject matter and risk and in identically the same proportion on each separate part thereof, but in the event of the retained line being less than as above, Underwriters' lines to be proportionately reduced.

If the Company shall make any claim knowing the same to be false or fraudulent as regards

\$

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No. R 614/NC 8097

Now know We that We, the Underwriters, Members of the Syndicates whose definitive Numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Company all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy; not exceeding Twenty Eight decimal One Six per centum of the within mentioned limits

such payment to be made after such loss is proved, and so that the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the Total Sum Reinsured hereunder which is in the Table set opposite the definitive Number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Company or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Company on application.

LLOYD'S POLICY SIGNING OFFICE,

L. E. S. Spalding
GENERAL MANAGER.

Dated in London, the 7th Day of May,
One Thousand Nine Hundred and Eighty.

FOR EMBROIDERY BY
LLOYD'S POLICY SIGNING OFFICE



£

UNDERWRITERS SIGNED LINES HERETO REPRESENT THEIR PERCENTAGES PROPORTION OF THE TOTAL REINSURANCE PROVIDED IN THE FORM ATTACHED HERETO.

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Reinsured hereunder shared between the Members of those Syndicates.

AMOUNT PERCENTAGE OR PROPORTION PER CENT	BROKER	L.P.S.O. NO. & DATE	PAGE	AMOUNT PERCENTAGE OR PROPORTION PER CENT	BROKER	L.P.S.O. NO. & DATE	PAGE
	614	63637 21 01 80	1		614	63637 21 01 80	2
	SYNDICATE	UNDERWRITER'S REF.			SYNDICATE	UNDERWRITER'S REF.	
.660	633	717		1.900	126	505	
1.240	231	717		.470	701	505	
6.590	983	324634L8886C		.280	56	X050Y201X	
6.530	279	324634L8886C					
1.900	918	L324X11S9081					
3.880	618	V18235924G01					
7.710	273	V18235924G01					
1.110	943	V18235924G01					
1.900	213	32017777					
1.900	193	3223422460FD					
.470	203	DXFX176X0439					
.190	235	319361					
.380	235	811379					
.280	362	353848					
.470	471	AXX435					
.390	438	K2162A28G904					
.380	93	K2162A28G904					
.240	35	534X6579					
.235	69+	459JLXX31182					
.235	69+	459JLXX31182					
.380	631	J12YJWED3733					
.090	513	J12YJWED3733					
.470	173	DF7J36806S05					
.470	346	V18335930G52					
.470	553	B311XX3755					
	NO OF SYND				NO OF SYND		
					28		
						TOTAL LINE	
						28.160	



INTERNATIONAL SURPLUS LINES INSURANCE COMPANY
(hereinafter referred to as the "Company")

This policy is to reinsure the Company in accordance with the particulars outlined in the following Schedule and shall be subject to Nos. 1, 2, 3, 5 and 7 of the Conditions stipulated below:—

SCHEDULE

ORIGINAL POLICY NO(S). XSI 5731

NAME OF ASSURED

INTEREST

Liability arising out of the Assured's Operations.

LOCATION

Worldwide

HAZARDS REINSURED
HEREUNDER

Excess Umbrella Liability and/or as original including Employee Benefit Liability as underlying but excluding claims arising from the Employee Retirement Income Security Act of 1974

REINSURERS' LIABILITY
HEREUNDER

28.16% of \$50,000,000 each and every occurrence and aggregate as applicable
Excess of
\$25,000,000 each and every occurrence and aggregate as applicable.

CONDITIONS

No.

1. Premiums and losses hereunder to be payable in UNITED STATES currency.
2. In consideration of the terms under which this policy is issued, the Company undertakes not to claim any deduction in respect of the premium hereon when making tax returns, other than Income or Profits tax returns, to any State or Territory or to the District of Columbia.
3. In consideration of the terms under which this policy is issued, the Company undertakes, when making Canadian tax returns, not to claim any deduction in respect of the premium hereon.
4. The premium payable hereon is provisional only and shall be subject to adjustment in accordance with the conditions of the original policy/policies.

5. This policy is subject to the same cancellation provisions as may be contained in the original policy/policies plus an additional 10 days, not exceeding 60 days in all.
6. This policy is subject to the same Cancellation Clause as that appearing in the original policy/policies reinsured hereunder. Should the original policy/policies not contain a cancellation clause then this policy is subject to the cancellation clause as below.

"This policy shall be cancelled at any time at the request of the Company or by the Reinsurers or their representatives, with or without the return or tender of unearned premium, by giving thirty days' notice of such cancellation. If this policy shall be cancelled as hereinbefore provided or become void or cease, the premium having been actually paid, the unearned premium shall be returned on surrender of this policy, the Reinsurers retaining the customary short rate (or, if this policy be issued for an odd term, at short rate to be arranged), except that when this policy is cancelled by the Reinsurers or their representatives by giving notice, they shall retain only the pro rata premium. In the event of the cancellation of the original policy/policies reinsured hereunder, this policy shall become cancelled from the same date and on the same basis as the original policy/policies."

ADDITIONAL CONDITIONS

7. Claims Co-operation Clause

Notwithstanding anything contained herein to the contrary, it is a condition precedent to any liability under this policy that -

- (a) the Company shall upon knowledge of any loss or losses which may give rise to a claim under this Policy advise Underwriters thereof within seven days.
- (b) the Company shall furnish the Underwriters with all information available respecting such loss or losses and shall co-operate with Underwriters in the adjustment and settlement thereof.

Attaching to and forming part of Policy No. 614/NC 8097
effected with Certain Underwriters at Lloyd's, London.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Wherever the word "Insurance" appears herein it shall be deemed to read "Reinsurance"

13/2/64

N.M.A. 1477

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

Wherever the word "Insurance" appears herein it shall be deemed to read "Reinsurance"

22/1/70

N.M.A. 1685

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Messrs. Mendes & Mount, 3 Park Avenue,
New York, N.Y. 10016.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Courts in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

22/3/52

N.M.A. 772

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:—As respects policies which afford liability coverages and other forms of coverage in addition, the word, underlined should be amended to designate the liability coverage to which this clause is to apply.

Wherever the word "Insurance" appears herein
it shall be deemed to read "Reinsurance"

J1 \$ (C.E.H.)



AGREED WORDING

LLOYD'S REINSURANCE POLICY

COPY

NC809

Whereas

INTERNATIONAL SURPLUS LINKS INSURANCE COMPANY

(hereinafter called "the Company"), has paid \$135,168.00 (being 25. Premium or Consideration to Us, who have hereunto subscribed our Names to reinsure the Company as more fully described in the attached wording:—

\$

Printed by Lloyd's of London Printing Services Ltd.

No. B 614/NC 8087

This policy being for 25.168 is to be responsible for its pro rata proportion of the amount of insurance stated herein.

11,264,000

during the period commencing with the First day of September, 1979 and ending with the First day of September, 1980, both days at 12.01 a.m. Local Standard Time

Being a Reinsurance of and warranted same gross rate, terms and conditions as and to follow the settlements of the Company and that the Company retains during the currency of this Policy at least \$2,000,000 subject to excess of loss and/or Treaty Reinsurance on the identical subject matter and risk and in identically the same proportion on each separate part thereof, but in the event of the retained line being less than as above, Underwriters' lines to be proportionately reduced.

If the Company shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims thereunder shall be forfeited.

How know We that We, the Underwriters, Members of the Syndicates whose definitive Numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Company all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy, not exceeding Twenty eight decimal One six per centum of the within mentioned limits

such payment to be made after such loss is proved, and so that the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the Total Sum Reinsured hereunder which is in the Table set opposite the definitive Number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Company or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Company on application.

LLOYD'S POLICY SIGNING OFFICE,



(C.E.H./7)

L.C.W. Gilling

GENERAL MANAGER.

Dated in London, the 7th Day of May, One Thousand Nine Hundred and

7th Day of May, 1980.



UNDERWRITERS SIGNATURES HEREON REPRESENT THEIR PERCENTAGES PROPORTION OF THE TOTAL
 INSURANCE PROVIDED BY THE FORM ATTACHED.

**Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum
 Reinsured hereunder shared between the Members of those Syndicates.**

AMOUNT PERCENTAGE OR PROPORTION PER CENT	SYNDICATE L.P.S.O. NO. & DATE	PAGE	AMOUNT PERCENTAGE OR PROPORTION PER CENT	SYNDICATE L.P.S.O. NO. & DATE	PAGE
614	63637/21/01/80	1	614	63637/21/01/80	2
654	707		654	707	
231	707		231	707	
989	924G84L8886C		989	924G84L8886C	
279	924G84L8886C		279	924G84L8886C	
913	LG2MX1159081		913	LG2MX1159081	
618	NA8295924601		618	NA8295924601	
278	NA8295924601		278	NA8295924601	
948	NA8295924601		948	NA8295924601	
211	B2017777		211	B2017777	
194	3220H02460FD		194	3220H02460FD	
203	OXFX176X0439		203	OXFX176X0439	
190	919861		190	919861	
380	841079		380	841079	
280	0659848		280	0659848	
470	AXX485		470	AXX485	
390	K2162A28G904		390	K2162A28G904	
080	K2162A28G904		080	K2162A28G904	
240	504X6579		240	504X6579	
235	4690LXX31182		235	4690LXX31182	
235	4690KXX31182		235	4690KXX31182	
380	U02Y0WED3733		380	U02Y0WED3733	
090	U02Y0WED3733		090	U02Y0WED3733	
470	DF7036806303		470	DF7036806303	
710	NA8395930652		710	NA8395930652	
470	BBTHXX3795		470	BBTHXX3795	
28	TOTAL LINE		28	TOTAL LINE	
				28.160	

THE LIST OF UNDERWRITING MEMBERS
 OF LLOYDS IS NUMBERED 1980/1

INSURANCE COMPANIES

COLLECTIVE REINSURANCE POLICY

Whereas the Company designated in the Schedule hereto has paid to Us, the Reinsurers, the premium stated in the Schedule hereto, the Reinsurers agree to reinsure the Company during the period of reinsurance designated in the Schedule hereto against the same perils and on the identical subject matter as are reinsured by the policy issued by Lloyd's Underwriters, the number of which policy is stated in the Schedule hereto.

Warranted that this policy shall be subject to the same terms and conditions as the said policy issued by Lloyd's Underwriters on the identical subject matter and risk and in identically the same proportion on each separate part thereof.

If the Company shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim thereunder shall be forfeited.

Now know ye that we the Reinsurers do hereby bind ourselves, each Reinsurer for itself only and not one for another and in respect only of the due proportion of each Reinsurer to pay to the Company or the Company's Executors, Administrators and Assigns, all such loss as above stated that the Company may sustain during the aforesaid period, not exceeding in all the sum reinsured, as properly apportioned to the sums, or to the percentages or proportions of the sum reinsured, subscribed against our names respectively.

U.S.A.

1% TAX CLAUSE

Notice is hereby given that the Companies have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Companies will deduct 1% from the amount of the return and the Assured or his agent should take steps to recover the Tax from U.S. Government.

ATTACHING TO AND FORMING PART OF POLICY NO: 614/NC 8097

It is hereby understood and agreed that the coverage provided hereund
is in respect of

EXCESS UMBRELLA LIABILITY

all as more fully described in the Policy issued by the within mentio
Insurer.

It is understood and agreed that the subscription(s) of the Company(
subscribing to this Policy is/are in percentages of the following in

\$50,000,000 each and every occurrence and aggregate
as applicable

EXCESS OF

\$25,000,000 each and every occurrence and aggregate
as applicable.

No. 614/NC 8097

SCHEDULE.

S/SDE/CSH

The Company: INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

Name of Direct Assured:

Interest: Liability arising out of the Assured's operations

Location of Interest: Worldwide

Period of Reinsurance: 1st September, 1979 to 1st September, 1980
both days at 12.01 a.m. Local Standard Time

Number of Policy of Lloyd's Underwriters. 614/NC 8097

LIABILITY HEREUNDER	REINSURERS	Reference	Premium
1.90%	STRONGHOLD INSURANCE COMPANY LTD.	220489	
1.90%	CNA REINSURANCE OF LONDON LIMITED	351711 B76	
<u>3.80%</u>			<u>\$18,239.99</u>



"IN WITNESS WHEREOF the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies."

the
One

Signed:

R.E. Sanders
Policy Signing Manager

Policy Department
Seal

ized by

No. 614/NC 8097

**COLLECTIVE
REINSURANCE POLICY**

PSAC PC NUMBER

P8001210001665

INSURANCE COMPANIES

COLLECTIVE REINSURANCE POLICY

Whereas the Company designated in the Schedule hereto has paid to Us, the Reinsurers, the premium stated in the Schedule hereto, the Reinsurers agree to reinsure the Company during the period of reinsurance designated in the Schedule hereto against the same perils and on the identical subject matter as are reinsured by the policy issued by Lloyd's Underwriters, the number of which policy is stated in the Schedule hereto.

Warranted that this policy shall be subject to the same terms and conditions as the said policy issued by Lloyd's Underwriters on the identical subject matter and risk and in identically the same proportion on each separate part thereof.

If the Company shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim thereunder shall be forfeited.

Now know ye that we the Reinsurers do hereby bind ourselves, each Reinsurer for itself only and not one for another and in respect only of the due proportion of each Reinsurer to pay to the Company or the Company's Executors, Administrators and Assigns, all such loss as above stated that the Company may sustain during the aforesaid period, not exceeding in all the sum reinsured, as properly apportioned to the sums, or to the percentages or proportions of the sum reinsured, subscribed against our names respectively.

U.S.A.

1% TAX CLAUSE

Notice is hereby given that the Companies have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Companies will deduct 1% from the amount of the return and the Assured or his agent should take steps to recover the Tax from U.S. Government.

ATTACHING TO AND FORMING PART OF POLICY NO: 614/NC 8097

It is hereby understood and agreed that the coverage provided hereunder is in respect of

EXCESS UMBRELLA LIABILITY

all as more fully described in the Policy issued by the within mentioned Insurer.

It is understood and agreed that the subscription(s) of the Company(ies) subscribing to this Policy is/are in percentages of the following limit:

\$50,000,000 each and every occurrence and aggregate
as applicable

EXCESS OF

\$25,000,000 each and every occurrence and aggregate
as applicable.

No. 614/NC 8097

SCHEDULE.

S/SDE/CSH

MA

The Company: INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

Name of Direct Assured:

Interest: Liability arising out of the Assured's operations

Location of Interest: Worldwide

Period of Reinsurance: 1st September, 1979 to 1st September, 1980
both days at 12.01 a.m. Local Standard Time

Number of Policy of Lloyd's Underwriters. 614/NC 8097

LIABILITY HEREUNDER	REINSURERS	Reference	Premium
5.70%	(26.62% WALBROOK INS. CO. LTD. (12.99% "WINTERTHUR" SWISS INS. CO. (6.49% EL PASO INS. CO. LTD. (11.69% MUTUAL REINSURANCE CO. LTD. (12.99% DART INS. CO. LTD. (11.04% BERMUDA FIRE & MARINE INS. CO. LTD. (1.95% COMPAGNIE EUROPEENNE d'ASSURANCES INDUSTRIELLES S.A. (6.49% BRYANSTON INS. CO. LTD. (9.74% ST. KATHERINE INS. CO. LTD. Per: H.S. Weavers (Underwriting) Agencies Ltd.	LO3G153 29 709	\$27,359.98
3.80%	(26.62% WALBROOK INS. CO. LTD. (12.99% "WINTERTHUR" SWISS INS. CO. (6.49% EL PASO INS. CO. LTD. (11.69% MUTUAL REINSURANCE CO. LTD. (12.99% DART INS. CO. LTD. (11.04% BERMUDA FIRE & MARINE INS. CO. LTD. (1.95% COMPAGNIE EUROPEENNE d'ASSURANCES INDUSTRIELLES S.A. (6.49% BRYANSTON INS. CO. LTD. (9.74% ST. KATHERINE INS. CO. LTD. Per: H.S. Weavers (Underwriting) Agencies Ltd.	LO3G171 02 888	\$18,240.02
1.43%	PACIFIC & GENERAL INS. CO. LTD.	4636000758 00	\$ 6,864.00
1.90%	DOMINION INSURANCE COMPANY LTD.	122034	\$ 9,119.98
<u>12.83%</u>			<u>\$61,583.98</u>

In WITNESS whereof I being a representative of the Leading Company which is duly authorized by the Reinsurers have hereunto subscribed my name on their behalf this 2nd day of January, One Thousand Nine Hundred and Eighty.

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS

INTERNATIONAL INSURANCE COMPANY

DEFENDANTS

CAJA NACIONAL DE AHORRO Y SEGURO

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF NH
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT unknown
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Butler, Rubin, Saltarelli & Boyd
1800 Three First National Plaza
Chicago, IL 60602
(312) 444-9660

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | | | Incorporated in Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.

Plaintiff seeks damages for breach of contract and breach of the duty of utmost good faith.

V. NATURE OF SUIT

(PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DRWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/et <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights		

VI. ORIGIN

(PLACE AN X IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

☐ 7

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION

☐ UNDER F.R.C.P. 23

DEMAND \$

\$2,174,309.82

Check YES only if demanded in complaint:

JURY DEMAND: ☐ YES ☒ NO

VIII. REMARKS

In response to ☒ is not a refiling of a previously dismissed action

General Rule 2.21D(2) this case ☐ is a refiling of case number _____ of Judge _____

DATE

4-10-2000

SIGNATURE OF ATTORNEY OF RECORD

UNITED STATES DISTRICT COURT

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

In the Matter of

INTERNATIONAL INSURANCE COMPANY

v.

CAJA NATIONAL DE AHORRO Y SEGURO

00C 2189

Case Number.

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR:

International Insurance Company

JUDGE GOTTSCHALL

MAGISTRATE JUDGE BOBRICK

FILED-104
00 APR 10 PM 4:25
U.S. DISTRICT COURT

(A)	(B)
SIGNATURE <i>R. Douglass Bond</i>	SIGNATURE <i>James I. Rubin</i>
NAME R. Douglass Bond	NAME James I. Rubin
FIRM Butler, Rubin, Saltarelli & Boyd	FIRM Butler, Rubin, Saltarelli & Boyd
STREET ADDRESS 1800 Three First National Plaza	STREET ADDRESS 1800 Three First National Plaza
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP Chicago, IL 60602
TELEPHONE NUMBER (312) 444-9660	TELEPHONE NUMBER (312) 444-9660
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06203843	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 02413191
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>
(C)	(D)
SIGNATURE <i>Randi L. Elias</i>	SIGNATURE
NAME Randi L. Elias	NAME
FIRM Butler, Rubin, Saltarelli & Boyd	FIRM
STREET ADDRESS 1800 Three First National Plaza	STREET ADDRESS
CITY/STATE/ZIP Chicago, IL 60602	CITY/STATE/ZIP
TELEPHONE NUMBER (312) 444-9660	TELEPHONE NUMBER
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06237021	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)
MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MEMBER OF TRIAL BAR? YES <input type="checkbox"/> NO <input type="checkbox"/>
TRIAL ATTORNEY? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TRIAL ATTORNEY? YES <input type="checkbox"/> NO <input type="checkbox"/>
DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	DESIGNATED AS LOCAL COUNSEL? YES <input type="checkbox"/> NO <input type="checkbox"/>

BOCKETED

APR 11 2000